



STATE LAND BANK AUTHORITY

REQUEST FOR PROPOSALS

RFP #22-002

MAINTENANCE SERVICES

VARIOUS LOCATIONS, MICHIGAN

Important Dates:

Event	Date Due	Time Due	Method of Communication
RFP Release	12/10/21		SLBA Website; SIGMA
Pre-Bid Meeting	12/17/21	1:00 pm	Virtual Meeting – See Instructions to join on page 15
Questions on RFP	12/20/21	5:00 pm	Submit questions to: landbank@michigan.gov
Answers to Questions	12/22/21	5:00 pm	SLBA website
Submissions	1/10/22	5:00 pm	Submit submissions to: landbank@michigan.gov
Award/Reject	1/17/22		Direct
Estimated Contract Start	2/1/22		n/a

REMINDER

Please check your submission to make sure you have included all of the information which is required in this Request for Proposals ("RFP"). In addition, please submit files as noted on the RFP cover page which include the following:

- Cover Sheet (Attachment A)
- Technical Submission (Section II-B)
- Price Proposal (Section II-C)
- Signed Independent Price Determination Certificate (Attachment B)

Submit separately marked electronic files of your Technical Submission and Price Proposal as noted on the RFP cover page. **Submissions will only be accepted as noted on the RFP cover page.**

RESPONDENTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE FILE NAME OF YOUR SUBMISSION:

- "RFP 22-002 Technical Submission" and "RFP 22-002 Price Proposal"

The SLBA will not respond to telephone inquiries, or visitation by Respondents, or their representatives. Respondent's sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.

State Land Bank Authority
Post Office Box 30766
Lansing, Michigan 48909
landbank@michigan.gov

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REQUEST FOR PROPOSALS
RFP 22-002

MAINTENANCE SERVICES

This Request for Proposals (the “RFP”) is issued by the State Land Bank Authority (the “SLBA”). The SLBA is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. The SLBA is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any potential contract(s) awarded as a result of this RFP (“Contract”). The SLBA will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The SLBA will not respond to telephone inquiries, or visitation by Respondents or their representatives. Respondent’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

State Land Bank Authority
Post Office Box 30766
Lansing, Michigan 48909
landbank@michigan.gov

SECTION I STATEMENT OF WORK

A) PURPOSE

The intent of this RFP is to engage one (1) firm to provide maintenance services, as defined below, on parcels throughout the state of Michigan. This firm will be retained for a period of one year with two (2) additional, annual extensions of the contract available, if both parties agree.

B) BACKGROUND STATEMENT AND OBJECTIVES

The Michigan Land Bank owns approximately 2,600 parcels throughout the State of Michigan. The maps in Attachment D shows the general distribution of the properties throughout the State as well as areas that we require mowing and snow removal services in, and Respondents should consider their capacity to provide services given the range and concentration of properties potentially needing maintenance. Of these properties, we regularly mow and/or remove snow from approximately 700-800 of these properties, primarily in urban areas. It is the desire of the SLBA to contract with one firm to provide mowing, snow removal and other general maintenance services, including, but not limited to, boarding up vacant structures; trash removal; water pump out; inspection; lock change/installation; brush clean up; roof tarping; removing hazardous and potentially dangerous objects or elements from the property; pest control; turning off water and utilities; securing utilities; property updates-ie inhabited, postings, pictures etc., and any other services required to maintain properties in a safe and secure condition on all SLBA-identified properties.

C) SCOPE OF WORK:

1. The successful Respondent shall furnish all labor, materials, supplies, equipment, and supervision to perform to provide these common services:
 - a. Lawn Care: regular mowing services generally on a 10-day to two week basis on properties identified by the SLBA, depending on growth rate and in consultation with the SLBA's contract manager. The successful Respondent will also be expected to remove small branches or minor amounts of trash prior to mowing and to weed whip around structures, trees and fences or any other objects at the site.
 - i. The successful Respondent will provide a one-time spring clean up on each property. Clean up will involve removal of up to 3 cubic yards of debris (rubbish, branches, trash) and providing an initial mowing and weed whip of the site. Any property with an excess of 3 cy will be reported to the SLBA with a bid for removal of debris.
 - ii. During times when dry spells are experienced, SLBA may authorize cycle times to be extended to three (3) or four (4) weeks and will notify the successful Respondent in writing of such change.
 - iii. The height of the mowing shall not be less than two and a half (2-1/2) inches. successful Respondent shall mow all areas that are designated as mow-able areas. Uniformity must be maintained within acceptable tolerances. Completed work must have a neat appearance.
 - iv. Mowing shall be as close as possible to all fixed objects without damage to such objects (i.e. curbs, buildings, vehicles, fences, trees, plants, etc.)
 - v. Hand trimming in and around fixed objects shall be required with the removal and proper disposal of brush and trimmings from the premise. All

debris collected in regards to services shall be disposed of by successful Respondent in a manner and place to ensure that no city, county, or state ordinances or laws are violated. All fences require complete removal of grass from beneath the fence line.

- vi. Mowing and trimming shall be accomplished in a manner so as not to throw grass or weed clippings onto and away from such surfaces. All cut grass shall be blown and swept from the sidewalks, driveways, curbs, patios, etc.
 - vii. All lawn care and maintenance services shall be performed during daylight hours and within the work hours designated by the local governmental unit.
 - viii. No mowing services are to be performed during wet weather conditions whereby ruts and/or turf damage may occur.
- b. Snow Removal: remove snow on all sidewalks when snowfalls are 2" or greater at that location. Following snow removal, successful Respondent will salt same. At times when only freezing rain and/or ice have fallen, the SLBA may, at its own discretion, authorize the successful Respondent to salt all properties on the snow removal list.
 - c. Property Inspections: on a case by case basis, provide a site inspection for various reasons. All site inspections will require photos. Inspections may include assessments of the exterior and interior of the SLBA structures for general property condition, utility service status, confirmation of alleged improvements, confirmation of property damage and posting and removal of postings from SLBA property.
 - d. Emergency Services Calls: requests for services on SLBA property on an emergency related service, both during and after business hours.
 - e. Eviction Services: removal of personal property from the SLBA structure for purposes of completing legal eviction services. This is a very rare situation.
 - f. Lock Services: perform lock installations and changes, including lock boxes and hasp/padlock combinations, on the SLBA property.
 - g. Pump-out Services: perform water pump-out services to clear flooded areas of the SLBA property.
 - h. Winterization: completing services on utilities and components within the SLBA structures to make ready for hostile temperature conditions or in preparation for demolition.
 - i. Site Security: secure a property by boarding up various entry sites, and/or provide access through a doorway using lock boxes.
 - j. Tree Removal: remove dead, damaged or dying trees, or other tree services such as trimming. Removal costs will be by bid price for that specific site and quantity of debris.
 - k. Debris Removal: remove illegally dumped items such as furniture, trash, and/or brush from a property. Removal costs will be by bid price for that specific debris, site and quantity.
 - l. Vehicle Towing: tag illegally parked vehicles and, if not removed by owner by a set deadline, tow vehicle away.

- m. Boarding: boarding of vacant structures on SLBA property. Including, but not limited to, broken windows, entry doors, and garage doors. Boarding is to be done with the intention of keeping intruders out of the SLBA structures. Boarding should include choice of type of boarding product, type of application, and types of surface treatments such as paint, staining, or waterproofing.
- n. Other Services: The SLBA may, upon occasion, request other services offered by the successful Respondent.

D) QUALIFICATIONS

The successful Respondent shall meet the following requirements:

- 1) respond to this RFP as noted in this document;
- 2) Meet the insurance requirements listed in Section II, A. 10. Insurance;
- 3) Provide a list of similar projects that demonstrates a minimum of three (3) years' experience with maintenance similar to this project within a wide geographical area;
- 4) Provide three (3) references, include organization, contact person, and their phone number;
- 5) Be qualified to provide noted services, with qualified staff members and/or subcontractors;
- 6) Able to certify all criteria listed on the Cover Sheet, Attachment A;
- 7) Shall have no contractual or enforcement issues with the State of Michigan or any other governmental entity that would interfere with their performance under this RFP and subsequent contract; and
- 8) Are deemed to be providing the best value to the SLBA and State of Michigan when considering overall price and experience.

The SLBA Staff will review available public sites, including, but not limited to those listing debarred successful Respondents for use of federal or state funds, licensing sites, OSHA violation sites and environmental violation sites, to verify qualifications applicable to this site and/or funding source

E) DELIVERABLES

The successful Respondent shall provide:

- 1) Monthly Invoices; and
- 2) Reports reflecting the work completed with photos.

F) TENTATIVE ANNUAL SCHEDULE

- January – SLBA provides list for snow removal
- First 2" snow – Snow removal services begin
- March/April – Snow removal services conclude (exact date dependent on conditions)
- April – SLBA provides list for mowing
- May – Initial spring clean up begins
- May – 10 day to two week mowing schedule begins after initial spring clean up
- October - Mowing services conclude (exact date dependent on conditions)
- November – SLBA provides list for snow removal
- First 2" snow – Snow removal services begin

G) RESPONDENT'S RESPONSIBILITIES:

It is the responsibility of each Respondent, before submitting a bid, to:

- 1) Examine the RFP and associated documents thoroughly; and
- 2) Submit written questions or inquiries about the RFP documents or the Work.

H) PERFORMANCE CONDITIONS AND REQUIREMENTS:

- 1) Security: The successful Respondent, or its subcontractor, will be subject the following security procedures: must wear uniforms displaying the company logo; vehicles on site at SLBA properties must display the successful Respondent's, or subcontract company's, company logo.
- 2) Best Practices: All work shall conform to the best current practice at the respective trades. All equipment, materials and products used in the work shall be new or in good, used condition as appropriate, and of the best grade of its kind for the purpose. The successful Respondent shall furnish evidence as to kind and quality of materials and products, upon request by the SLBA.
- 3) Workmanship: The successful Respondent is expected to maintain high standards of workmanship, representing the best traditions of the trade. Further, the successful Respondent is a representative of the SLBA and must remain professional and respectful in all communications with neighbors and/or officials. In the event the successful Respondent shall fail, neglect, or refuse to perform any or all of his duties under the contract, the SLBA, after giving the successful Respondent seven (7) calendar days' notice in writing, may perform or employ another entity to perform such duties listed under this RFP and charge the successful Respondent or deduct the amount from the successful Respondent's payment, at the SLBA's option. All materials, products and work used in the performance of work outlined in this RFP shall comply with all applicable federal, state and local codes.
- 4) Stored Items: The successful Respondent shall confine its equipment; apparatus, materials and products, and operations of successful Respondent to the limits indicated by law, ordinances, permits or directions of the SLBA and shall not unnecessarily encumber the work site and SLBA premises with its materials, products, or equipment. The successful Respondent shall clean-up the work site on a daily basis to remove rubbish and debris from that day's work. No storage on any SLBA site is allowed. The successful Respondent shall remove all rubbish and debris from SLBA property and premise and legally dispose of it. No burning of debris or rubbish shall be permitted. i) Within twenty-four (24) hours after receiving written notice from the SLBA, the successful Respondent shall remove from the grounds or buildings all material, products, fixtures or apparatus located on an SLBA property which do not conform to the conditions of this RFP as determined by the SLBA. The SLBA shall have the right to order the work wholly or partially stopped until the objectionable work, materials, products, fixtures or apparatus are removed or to declare the contract forfeited for non-performance or not being executed according to the intent.
- 5) Damages: The successful Respondent shall be responsible for any damage to the SLBA premises or property and the work site that is caused by the successful Respondent or successful Respondent's employees or subcontractors. The successful Respondent shall take all necessary measures to prevent damage to SLBA property and premises including other areas of the building and grounds and buildings and grounds located adjacent to the work site. Should damage occur as a result of the successful Respondent's actions, or the actions of the successful Respondent's employees or subcontractors, the successful Respondent is responsible for the repair and/or

replacement of the damage. If the successful Respondent fails to repair or replace the damage, the SLBA shall repair and/or replace the damaged area and charge the successful Respondent or deduct the amount from the successful Respondent's payment, at the SLBA's sole option.

- 6) Performance and Payment Bond: The SLBA requires successful Respondent to have a performance and payments bond in the amount of \$100,000.
- 7) Reporting: The successful Respondent must provide to the SLBA access to written reports and photographs of activities undertaken on all sites within two (2) business days after completion.
- 8) Meetings: The SLBA may request meetings as it deems appropriate. The successful Respondent may also initiate meetings as needed.
- 9) Contact Person: The successful Respondent must appoint one (1) individual, specifically assigned to the SLBA account, that will respond to SLBA inquiries regarding the contract activities, answering questions related to ordering and delivery, etc.
- 10) Property Damage: In the event of property damage, the SLBA shall determine extent and liability of the parties involved. If property is damaged resulting from successful Respondent's negligent, or worse, conduct and has to be repaired or replaced, successful Respondent will be required to repair or replace the same at successful Respondent's own expense. Alternatively, at the SLBA's sole option, the expense incurred for such damages may be deducted from payments and fees due to the successful Respondent. The SLBA reserves the right to pursue claims for damages through all legal means available to the SLBA.

I) LENGTH OF CONTRACT AND PRICING

- 1) Price Term: Pricing is firm for a one-year period ("Pricing Period") following signing of the contract. Adjustments to pricing may be requested, in writing, by either party, but will not take effect until the next Pricing Period or contract extension.
- 2) Price Changes: Adjustments will be based on changes in the successful Respondent's actual costs. Any request must be supported by written evidence documenting the change in costs. The SLBA may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the SLBA deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

- 3) Length of Contract: An initial contract period of 12 months will be issued to the successful Respondent and shall begin February 1, 2022. Up to two (2) additional extensions of the contract may be entered into at the SLBA's discretion, and if both parties agree.
- 4) Invoice and Payments: All invoices submitted to the SLBA must include: (a) property ID number; (b) site address; (c) County site is located in; (d) date of service; (e) description of the activities undertaken at each site address; and (f) unit price per site address.

Invoices are to be submitted on a monthly basis with terms Net 20. All payments will be made by electronic funds transfer per State of Michigan requirements.

SECTION II SUBMISSION FORMAT

To be considered, each Respondent must submit a COMPLETE submission in response to this RFP using the format specified. Respondent's submission must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Respondent to be essential to a complete understanding of the submission. Each section of the submission should be clearly identified with appropriate headings:

A) SUBMISSION

Respondent may provide its submission package for consideration as follows:

1. One (1) complete electronic copy of the submission package must be received via email to landbank@michigan.gov before **5:00 pm EST on January 10, 2022**. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
2. Respondent shall submit separately marked electronic files for its Technical Submission and Price Proposal. Respondent shall limit its submission package file(s) to 15MB. Respondent may send more than one file for its submission package in response to this RFP.

B) TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & FORMAT

The Technical Proposal submission package shall include the following items to be considered:

1. Business Organization and History. State the full name, address, and phone number of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, the submission must state whether the organization is licensed to operate in the State of Michigan.
2. Statement of the Problem. State in succinct terms your understanding of SLBA's intent presented by this RFP.
3. Narrative. Include a narrative summary description of the proposed effort and of the services(s)/products(s) that will be delivered.
4. Technical Work Plans. Provide detailed information on the qualifications that your firm has to accomplish each of the areas in the scope of work.
5. Competency. Describe the prior experience of your organization which you consider relevant to the successful accomplishment of the project defined in this RFP. Include sufficient detail to demonstrate the relevance of such experience. Submissions submitted should include, in this Section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed; also include the name, address, and phone number of the responsible official of the client organization who may be contacted. The SLBA may evaluate the Respondent's prior

performance with the SLBA or the State of Michigan, and prior performance information may be a factor in the award decision.

6. Experience. The Respondent must be able to staff a project team which possesses talent and expertise in the field of the requirements of this RFP. Please provide a **brief** outline of qualifications and similar projects completed for each Project Manager and staff assigned by name and title and their areas of expertise. Submit copies of any specialized training, certifications, and current licenses for each staff member. Indicate which of these individuals you consider key to the successful completion of the work. Do not include any financials for the contemplated work within the submission.

Please Note: The SLBA further reserves the right to interview the key personnel assigned by the successful Respondent to this project and to recommend reassignment of personnel deemed unsatisfactory.

7. Subcontractors. Include a list of all subcontractors that may be engaged to supplement your work under a future contract; include firm name and address, contact person and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities. Also, the information provided in response to A-5, above, should include detailed information about each potential subcontractor.
8. Financial Stability. Provide the organizations two (2) most recent fiscal year Balance Sheets. Reviews will be made to reasonably ensure Respondent's financial position is such that it will continue to prosper as a business during the term of a proposed contract, and beyond if appropriate, and have adequate financial resources to perform all contractual duties on a reimbursement basis.
9. Capacity – Successful Respondent must demonstrate ability to service statewide locations.
10. Respondent's Authorized Expediter. Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the SLBA.
11. Insurance. Provide a copy of your Certificate of Insurance including Commercial General Liability insurance, Automobile insurance, Workers Compensation insurance, and Errors and Omissions Liability insurance. *All levels must meet, or exceed, the contract requirements as shown in Attachment C.*
12. References. Provide a minimum of two (2) references for each type of service outlined in the Statement of Work. Include contact name, company name, contact information and very brief description of the work.
13. Violations – Briefly list and describe any state or federal environmental or safety violations your firm has received in the past 5 years from State or Federal inspectors. Briefly summarize the nature of the violation, the status of the violation and corrective measures taken to avoid future, similar violations.
14. Additional Information and Comments - Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

C) PRICE PROPOSAL SUBMISSION REQUIREMENTS & FORMAT

Provide a price schedule for all services Respondent is proposing to provide to the SLBA. Respondent may list more services than listed in Section I, C) Scope of Work, but may not offer less than those minimum services.

The SLBA is exempt from federal excise tax, and state and local sales taxes. The Price Proposal should not include taxes.

THE PRICE PROPOSAL MUST BE IDENTIFIED AND SENT SEPARATELY FROM THE TECHNICAL PORTION OF YOUR PROPOSAL ACCORDING TO THE INSTRUCTIONS OF THIS RFP. Separately submitted price proposals will remain unread until the SLBA has completed evaluation of the technical proposals.

Respondents Please Note: Rates quoted in response to this RFP must remain firm for the duration of the contract; no price increase will be permitted.

D) PROPOSAL SUBMITTAL

Submit separately marked electronic files of your Technical Submission and Price Proposal as noted on the RFP cover page. The SLBA has no obligation to consider any Submission that is not received in a timely manner. **Submissions will only be accepted as noted on the RFP cover page.**

Your files are limited to 15MB per email. You may upload more than one file for Price Proposal and/or Technical Submission in response to this RFP. Emails with files exceeding 15MB may not be delivered due to State of Michigan email protocols.

RESPONDENTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE FILE NAME YOUR SUBMISSION: “RFP-22-002 Price Proposal” and “RFP-22-002 Technical Submission.”

SECTION III RFP PROCESS AND TERMS & CONDITIONS

A) **QUESTIONS**

Questions from any Respondent concerning the specifications in this RFP must be received via e-mail to landbank@michigan.gov, no later than **5:00 pm on December 20, 2021**.

B) **SUBMISSIONS**

To be considered, Respondent must submit a complete response to this RFP, using the format provided in Section II of this RFP, as noted on the RFP cover page. No other distribution of submission is to be made by a Respondent.

The Cover Sheet must be **signed physically or electronically** by the Respondent's Authorized Signatory. The Cover Sheet, Attachment A, must be the first page of the Technical Submission.

C) **ECONOMY OF PREPARATION**

Each submission should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

D) **SELECTION CRITERIA**

The selection of a qualified Respondent will be based on SLBA's review on content and quality of submittals in addressing the requirements described in Section II of this RFP, and each submission will be evaluated on a three-step selection process described below. This RFP is not a binding agreement. Submittals will be assessed in accordance with the evaluation criteria, and Respondents will be notified whether they have been selected.

1) **Step I – Initial Evaluation for Compliance**

- a) *Submission Content* – SLBA staff will screen the submissions for technical compliance to include, but not be limited to:
 - timely submission of the submission package
 - submission is signed physically or electronically
 - submission satisfies the form and content requirements of this RFP

2) **Step II – Criteria for Satisfactory Submissions**

- a) Only submissions satisfying Step I will be considered by a Joint Evaluation Committee ("JEC") comprised of individuals selected by the SLBA. Only those submissions that satisfy the submission content requirements described in this RFP, as determined in the sole discretion of the JEC, will be considered for evaluation in Step II. The JEC reserves the right to request additional information from any Respondent.

- b) *Competence, Experience, and Capacity* – The Respondent should indicate its ability to meet the requirements of this RFP.

		Points Possible
1.	Statement of Work	5
2.	Respondent Information/Completeness	15
3.	Prior Experience	30
4.	Personnel	30
5.	Financial Stability	20
TOTAL		100

- c) During the JEC's review, Respondent may be required to make an oral presentation of its proposal to the JEC. The presentation provides an opportunity for the Respondent to clarify the proposal. The SLBA will schedule any presentations, if requested by the JEC.
- d) Only those submissions receiving a score of ***eighty percent (80%) or more*** in the Technical Proposal evaluation will have their Pricing Proposal evaluated to be considered for award.

3) Step III – Criteria for Satisfactory Price Proposal

- a) Based on what is in the best interest of the SLBA, the SLBA will consider value, quality, experience, and the ability to meet the objectives of this RFP, of proposals that were approved as a result of this evaluation process.
- b) The SLBA reserves the right to consider economic impact on the State of Michigan when evaluating proposal pricing. This includes, but is not limited to, job creation, job retention, tax revenue implications, and other economic considerations.
- c) The award recommendation will be made to the responsive and responsible qualified Respondent who offers the best value to the SLBA and the State of Michigan. Best value will be determined by the Respondent meeting the requirements and offering the *best proposal that meets the objectives of this RFP*.

E) **RESPONDENTS COSTS**

SLBA will not reimburse Respondent for any cost(s) involved in the preparation and submission of its response to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate SLBA to accept or contract for any expressed or implied services.

F) **TAXES**

The SLBA may refuse to qualify a Respondent who has failed to pay any applicable taxes or if the Respondent has an outstanding debt to the State of Michigan or the SLBA.

Except as otherwise disclosed in an exhibit to the submission, Respondent certifies that all applicable taxes are paid as of the date the Respondent's qualifications were submitted to the SLBA and the Respondent owes no outstanding debt to the State of Michigan or the SLBA.

G) CONFLICTS OF INTEREST

The Respondent must disclose, in an exhibit to the submission, any possible conflicts of interest, as part of their response, to SLBA. SLBA will consider the nature of the Respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the Respondent needs to take to remedy the conflict of interest. A conflict of interest exists wherever an individual could benefit directly or indirectly from access to information or from a decision over which they may have influence and includes a perceived conflict where someone might reasonably perceive there to be such benefit and influence. A conflict of interest occurs when a staff member or consultant attempts to promote a private or personal interest that results in an interference with the objective exercise of their job responsibilities or gains any advantage by his/her position and working relationship with SLBA. Conflicts of interest may be real, potential or perceived. Failure by the Respondent to disclose a conflict of interest, be it real, potential, or perceived, will result in disqualification.

H) BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Respondent's submission, Respondent is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, Respondent represents and warrants that it has not been a party to any contract with the State of Michigan or any public body that was terminated within the previous five (5) years because the Respondent failed to perform or otherwise breached an obligation of such contract.

I) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Respondent's submission, there is no criminal litigation, investigations or proceedings involving the Respondent (and each subcontractor, if subcontractors will be used to provide any goods/services requested under this RFP) or any of the Respondent's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, Respondents must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Respondent (or, to the extent Respondent is aware, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Respondent (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against Respondent (or, to the extent Respondent is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Respondent is prevented from disclosing under the terms of the settlement may be annotated as such.

J) FALSE INFORMATION

If the SLBA determines that a Respondent purposefully or willfully submitted false information in response to this RFP, the Respondent will not be considered and will result in disqualification *and any resulting Contract that may have been executed may be terminated.*

K) DISCLOSURE

All Respondents should be aware that submissions submitted to the SLBA in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from Respondents' submissions. Respondents, however, are encouraged to provide sufficient information to enable the SLBA to determine the Respondent's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of a Contract and any attachments or exhibits thereto.

L) PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in Respondent's submission to this RFP will be firm for at least two years after submission of its submission package. No price changes will be permitted. IN THE EVENT THAT PROPOSED CHANGES ARE NOT ACCEPTABLE TO THE SLBA, THE CONTRACT SHALL BE TERMINATED, AND THE MODIFIED CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING.

M) CLARIFICATION/CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be posted on SLBA's website. Respondents are encouraged to regularly check for changes or other information related to this RFP.

If the initial period does not produce a viable response, the SLBA may, at its discretion, extend the period until it receives a viable submission. Timeliness will be moved to correspond to the accepted submission date. Notification of an extension will be made on SLBA's website. The first qualifying submission that is received and accepted will end the extension period.

N) ELECTRONIC BID RECEIPT

RESPONDENT SUBMISSIONS MUST BE RECEIVED AS NOTED ON THE RFP COVER PAGE. Respondent is responsible for timely submission of its documentation. THE SLBA HAS NO OBLIGATION TO CONSIDER ANY SUBMISSION THAT IS NOT RECEIVED BY THE APPOINTED DATE AND TIME.

O) RESERVATION OF SLBA DISCRETION

Notwithstanding any other statement in this RFP, the SLBA reserves the right to:

- 1) reject any and all submissions;
- 2) waive any errors or irregularities in the bidding process or in any submission;
- 3) rebid the project;
- 4) negotiate with any Respondent for a reduced price, or for an increased price to include any alternates that the Respondent may propose;
- 5) revise or reduce the scope of the project, and rebid or negotiate with any Respondent regarding the revised project;

- 6) defer or abandon the project
- 7) amend or revise the RFP; AND/OR
- 8) request clarification of information submitted and to request additional information of one or more Respondents.

The SLBA's decision is final and not subject to appeal. Any attempt by a Respondent, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the submission or awards process in general may result in the Respondent's disqualification and elimination from the award process.

P) JURISDICTION

The laws of the State of Michigan shall govern this RFP. The parties shall make a good faith effort to resolve any controversies that arise regarding this RFP. If a controversy cannot be resolved, the parties agree that any legal actions concerning this RFP shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. Respondent acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Respondent resides, in or outside of the United States.

Q) ADDITIONAL CERTIFICATION

Pursuant to Public Act 517 of 2012, an Iran linked business is not eligible to submit a submission on a request for qualifications, with a public entity.

Respondents must certify on the Cover Sheet that it is not an Iran-linked business as defined in MCL 129.312.

Failure to sign this certification will result in disqualification from consideration.

R) PRE-BID VIRTUAL MEETING

A pre-bid meeting will be held virtually using Microsoft Teams. Below is the link to join the conversation.

[Join conversation \(microsoft.com\)](https://teams.microsoft.com/join/conversation/microsoft.com)

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2F%2Fmeetup-join%2F19%3Ameeting_NzRmN2I5YzQtMjRkMC00OTEwLWEwNGItNzk1NDhiMmU4YWQ4%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%2522d5fb7087-3777-42ad-966a-892ef47225d1%2522%252c%2522Oid%2522%253a%2522a3c2fe12-0d92-4636-a64d-85d040ef8e6a%2522%257d%26CT%3D1638222565565%26OR%3DOutlook-Body%26CID%3DD57C0A6A-0882-4CAC-89B3-6936AD729E9C%26anon%3Dtrue&type=meetup-join&deeplinkId=e1db9c3b-6fc2-49b1-8345-f286121913b7&directDI=true&msLaunch=true&enableMobilePage=false&suppressPrompt=true

Or call in (audio only)

[+1 248-509-0316](tel:+12485090316), [687449631#](tel:+1687449631) United States, Pontiac

Phone Conference ID: 687 449 631#

SECTION IV CONTRACTUAL TERMS AND CONDITIONS

A) CONTRACT TERMS AND CONDITIONS

- 1) The Contract – The proposal selected will be subject to the terms and conditions of the SLBA's Professional Services Contract (the "Contract") upon execution of the Contract by the SLBA and Respondent. The standard terms and conditions of the Contract are attached to this RFP as Attachment E.
- 2) Term of Work – It is estimated that the activities in the proposed Contract will cover the period February 1, 2022 through January 31, 2023, with an option for two additional annual extensions if both parties agree.
- 3) Modification of Service – The SLBA reserves the right to modify the requested services during the course of the contract. Such modifications must be made in writing and may include the addition or deletion of tasks or any other modifications deemed necessary. Any changes in pricing proposed by the Respondent resulting from the requested changes are subject to acceptance by the SLBA.

In the event changes are not acceptable to the SLBA, the contract shall be subject to competitive bidding based upon the new specifications.

- 4) Subcontracting – The SLBA reserves the right to approve any subcontractors for the Contract and to require the Respondent, upon award of the contract, to replace subcontractors that the SLBA finds to be unacceptable.
- 5) Award of Contract – The SLBA reserves the right to award all or any part of this RFP and, based on what is in the best interest of the SLBA, the SLBA will award the contract considering price, value and quality of the bids.

B) SUCCESSFUL RESPONDENT RESPONSIBILITIES

The successful Respondent will be required to assume responsibility for all contractual activities offered in this RFP whether or not the Respondent performs them. Further, the SLBA will consider the successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

C) ACCEPTANCE OF PROPOSAL CONTENT

If awarded a contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any Addenda thereto; and
- 2) Final executed contract.

In the event of any discrepancies between the above documents, the final executed contract shall control. Failure of the successful Respondent to accept these obligations may result in cancellation of the award.

ATTACHMENT A

RFP RESPONSE COVER SHEET FORM
(attach as a cover sheet to your submission file)
MAINTENANCE SERVICES
RFP 22-002

General Information:

Firm Legal Name: _____ SIGMA ID #: _____

Firm's DBA (if any): _____

Firm's Address: _____

Firm's Telephone #: _____ Fax #: _____

Contact's Email Address: _____

Name of Authorized Signatory for the firm: _____

☐ Michigan Limited Liability Company ☐ Michigan Corporation
☐ Other: _____

Check if firm qualifies as any of the following: ☐ DBE ☐ MDE ☐ WBE

CERTIFICATIONS - Authorized Signatory to initial each of the following, as applicable:

_____ Respondent certifies that it is not an Iran-linked business as defined in MCL 129.312.

_____ Respondent certifies that it is not presently subject to any legal action or judgement, as described in Section III(I).

_____ Respondent certifies that taxes are paid to federal, state, and local jurisdictions as of this date.

_____ Respondent certifies that it owes no outstanding debt to the State of Michigan or SLBA.

_____ Respondent certifies that: (check one)

- ☐ To the best of its knowledge, there exists no actual or potential conflict of interest between Respondent, Respondent's project manager(s) or its family's business or financial interests ("Interests") and the service provided under a potential agreement.
- ☐ That there is an actual or potential conflict which is explained in the submittal.

Signature of Authorized Signatory

Date: _____

*Your SIGMA ID Number is located in your State of Michigan vendor file. If you are not currently registered as a vendor with the State of Michigan, you may go to: www.michigan.gov/SIGMAVSS and register. If you have any problems, please contact the SIGMA helpline at 1-800-856-6246.

ATTACHMENT B

INDEPENDENT PRICE DETERMINATION AND PRICES HELD FIRM CERTIFICATION

INDEPENDENT PRICE DETERMINATION

By submitting a response to this RFP, the Respondent certifies, and in the case of a joint submission, each party thereto certifies as to its own organization, that in connection with this submission:

1. The prices in the submission have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Respondent or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the submission have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not submit a submission for the purpose of restricting competition.

Each person signing the submission certifies that she/he:

- A) Is the person in the Respondent's organization responsible within that organization for the decision as to the prices being offered in the submission and has not participated (and will not participate) in any action contrary to 1, 2, and 3 above; or
- B) Is not the person in the Respondent's organization responsible within that organization for the decision as to the prices being offered in the submission but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1, 2, and 3 above.

A submission will not be considered for award if this Attachment B has been altered so as to delete or modify 1 or 3, above. If 2, above, has been modified or deleted, the submission will not be considered for award unless the Respondent provides, with this Attachment B, a signed statement which sets forth, in detail, the circumstances of the disclosure and the SLBA determines that such disclosure was not made for the purpose of restricting competition.

PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in Respondent's submission to this RFP will be firm for at least two years after submission of its submission package. No price changes will be permitted.

Signed: _____

Printed Name: _____

Dated: _____

ATTACHMENT C: Insurance Requirements

Provide a copy of your Certificate of Insurance including Commercial General Liability insurance, Automobile insurance, Workers Compensation insurance, and Errors and Omissions Liability insurance. All levels must meet, or exceed, the following.

Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include SLBA as additional insured for work performed by Contractor or for Contractor in accordance with this Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include SLBA as additional insured for work performed by or for Contractor in accordance with this Agreement.

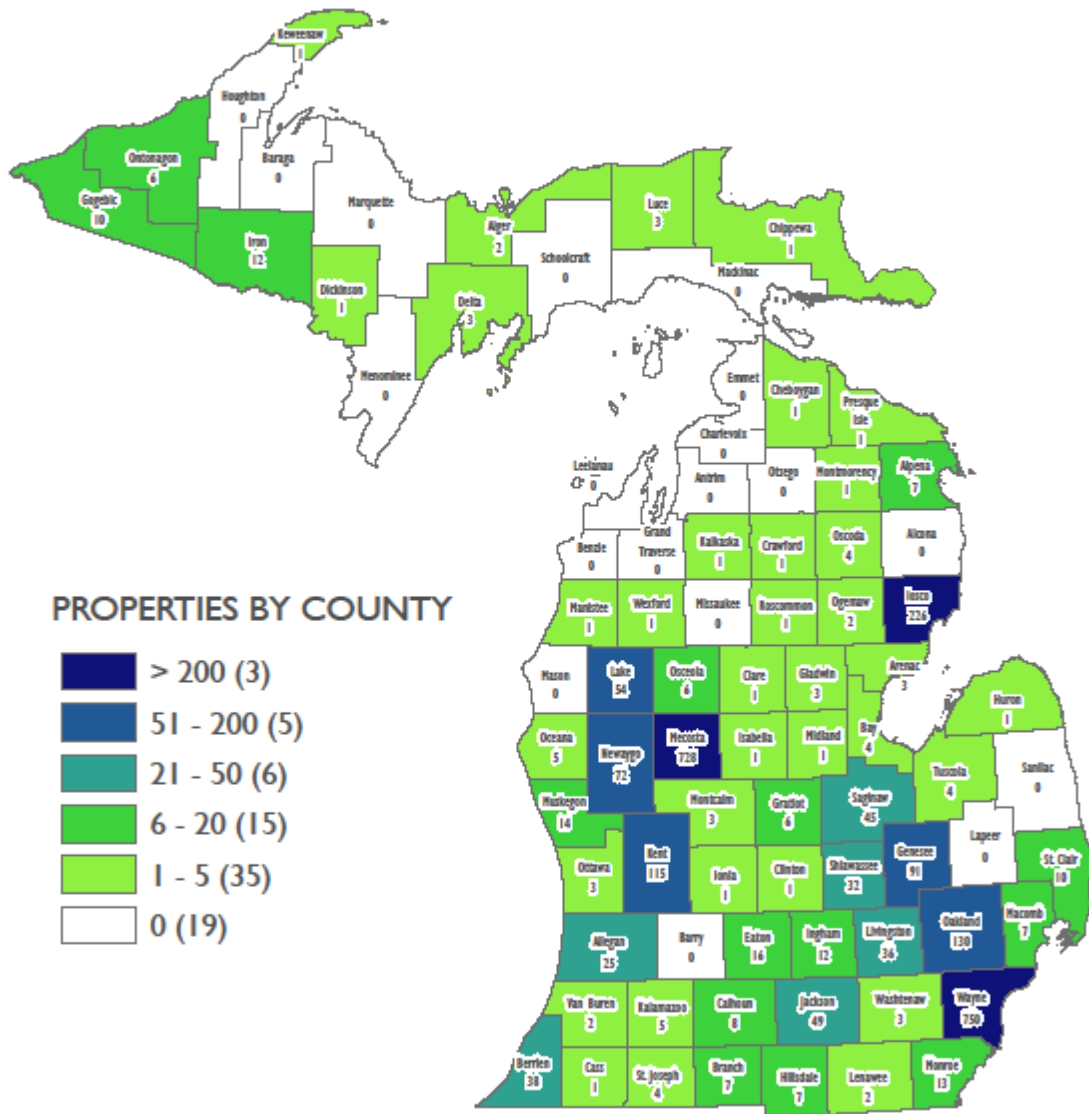
Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person/\$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage **OR**
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation – statutory;

Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee; **and** 500,000 disease – policy limit.

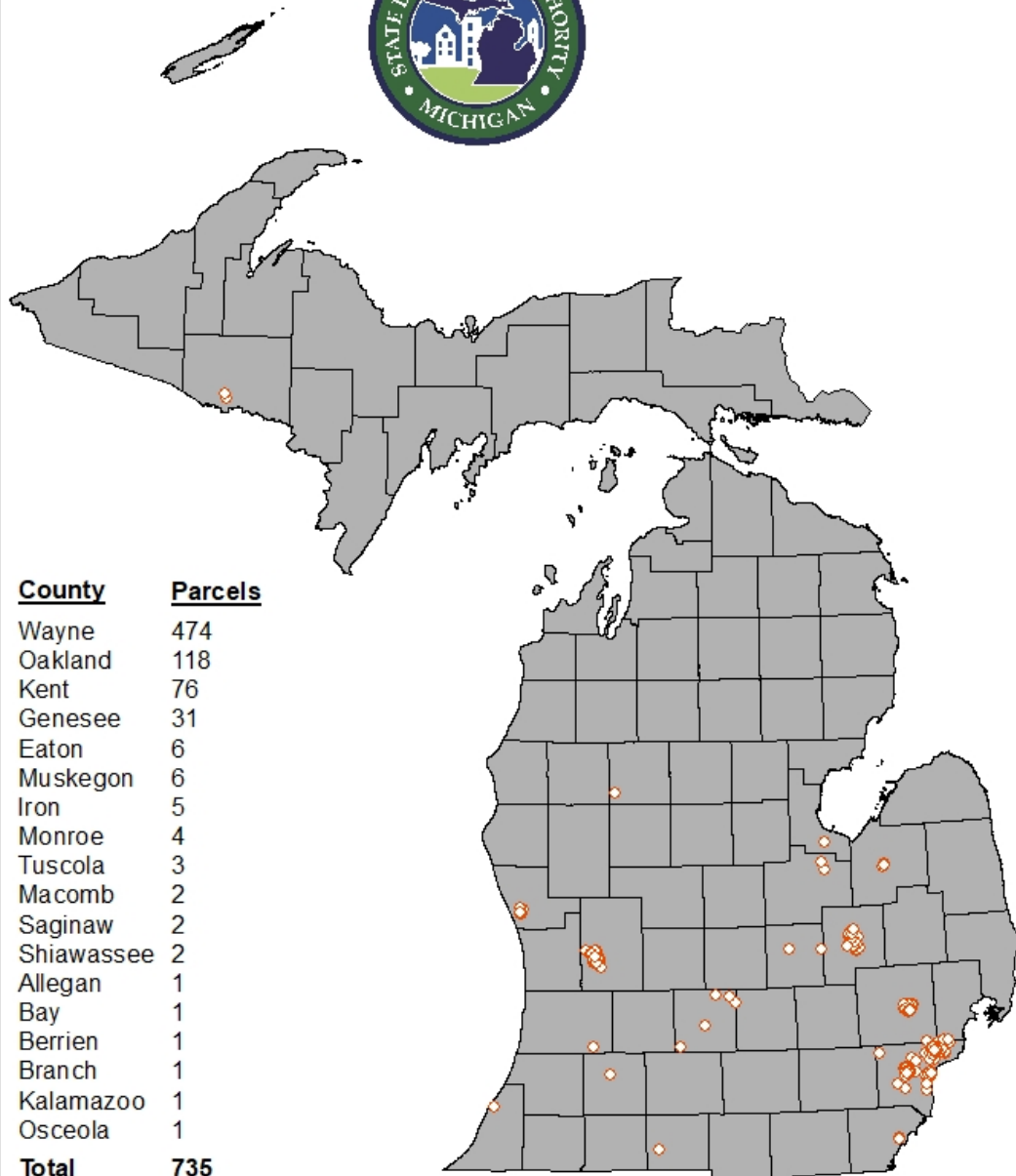
ATTACHMENT D: Maps



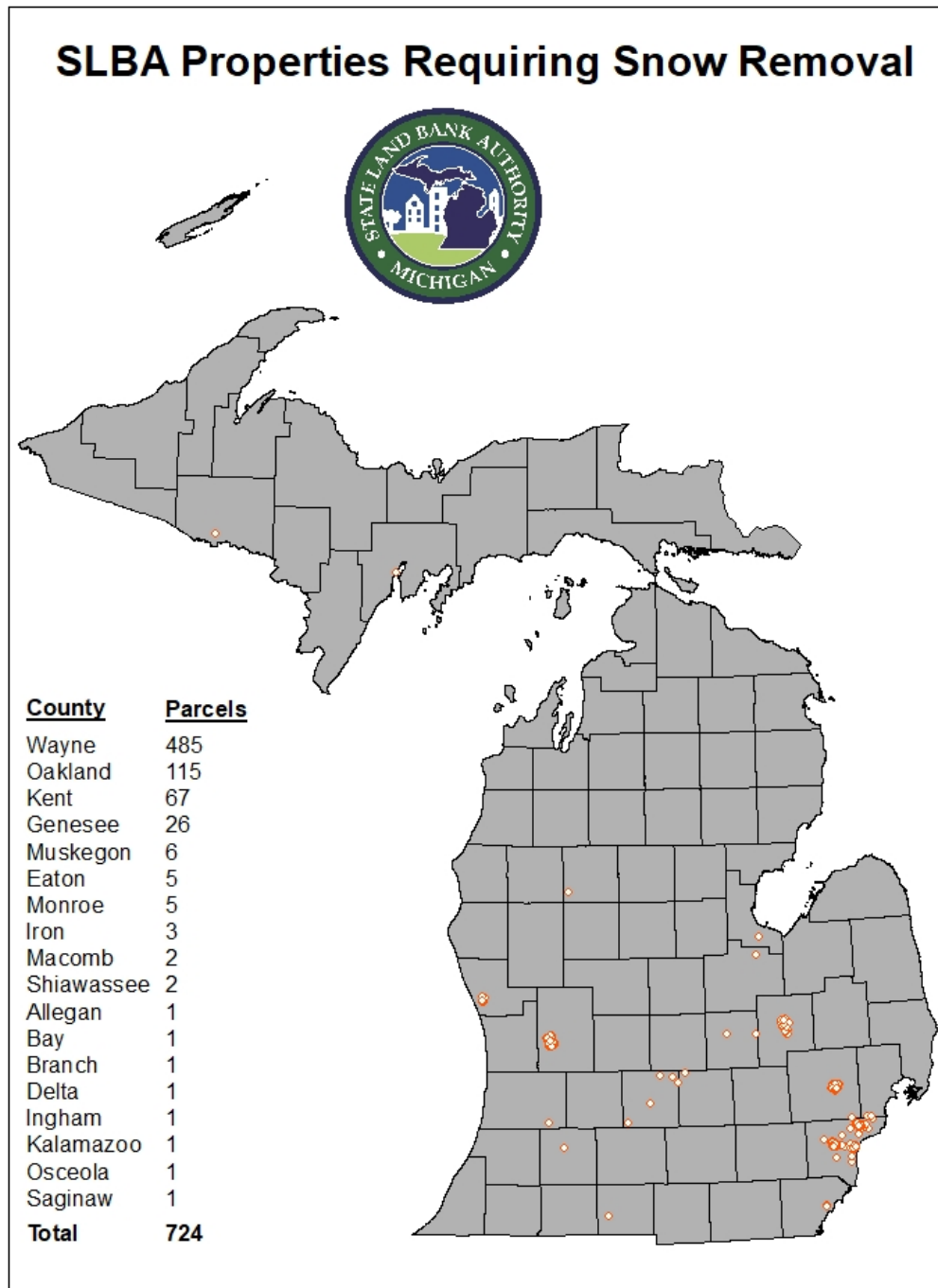
Prepared by the State Land Bank Authority, 12/6/2021
Source: State Land Bank Authority;
Michigan GIS Open Data

Number and locations of properties to mow are subject to change. This map is meant to be illustrative of the current 2021 locations that are being mowed.

SLBA Properties Requiring Lawn Maintenance



Number and locations of properties to remove snow at are subject to change. This map is meant to be illustrative of the current 2021 locations that are receiving snow removal services.



Attachment E: Sample Professional Services Contract

TERMS AND CONDITIONS

The State Land Bank Authority, formerly known as the Michigan Land Bank Fast Track Authority, (the "SLBA") enters into a binding agreement for professional services (the "Agreement") with **CONTRACTOR** (the "Contractor"). The SLBA and Contractor shall sometimes be referred in this Agreement individually as a "Party" or collectively as "Parties".

Contractor:

Name
Address
Address

I. NATURE OF SERVICES

The Contractor shall provide maintenance services including, but not limited to, lawn care, snow removal, boarding up vacant structures; trash removal; water pump out; inspection; lock change/installation; brush clean up; roof tarping; removing hazardous and potentially dangerous objects or elements from the property; pest control; turning off water and utilities; securing utilities; property updates, postings, pictures etc., and any other services required to maintain properties in a safe and secure condition on all MLB-identified properties.

II. PERFORMANCE SCHEDULE

Starting Date: February 1, 2022

Ending Date: January 31, 2023

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

III. COMPENSATION INFORMATION

- A) The SLBA agrees to pay Contractor an amount not to exceed **Amount Dollars and Some Cents (\$XXX)** during the Term.
- B) Payment(s) under this Agreement shall be made by the SLBA to Contractor upon receipt and approval by the Contract Manager of Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Contractor shall provide Contractor's billing statement(s) to Contract Manager or at Contract Manager's direction on a monthly basis. Contract Manager shall provide Contractor with appropriate submission instructions of Contractor's billing statement(s).
- C) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Contract Manager and the Contractor after the Agreement has been signed and accepted by both the Contractor and the SLBA.

- D) Public Act 533 of 2004 requires that payments under this Agreement be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
- E) Changes in the budget will be allowed only upon prior review and written approval by the Contract Manager.
- F) Contractor's billing statement(s) may be subject to a final audit prior to the release of final payment.

IV. SLBA CONTRACT MANAGER

Contractor should communicate with the following SLBA representative or designee regarding this Agreement:

Linda Horak (the "Contract Manager")
State Land Bank Authority
105 West Allegan
Lansing, Michigan 48933
horakl@michigan.gov

V. TERMS AND CONDITIONS

A) Contractor Duties

Contractor agrees to undertake, perform, and complete the services described in Exhibit A, the Request for Proposals entitled "Maintenance Services" which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

B) Independent Contractor

Contractor will act as an independent contractor under this Agreement, and neither Contractor nor any employee or agent or contract personnel of Contractor is, or shall be deemed to be, an employee of the SLBA due to this Agreement and the relationship between Contractor and SLBA. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- 1) Contractor will provide the services under this Agreement free from the direction or control of the SLBA as to means, manners, and methods of performance;
- 2) Contractor has the right and does fully intend to perform services for third parties during the Term;

- 3) Contractor acknowledges that any work product developed by Contractor in performance of this Agreement shall be the sole property of the SLBA and the SLBA shall have the right to copyright or otherwise protect its rights in and ownership of the work product;
- 4) The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and the SLBA shall not hire, supervise, or pay any assistants to help Contractor;
- 5) Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the SLBA in the professional skills necessary to perform the services required by this Agreement;
- 6) Neither Contractor nor Contractor's employees or contract personnel shall be required by the SLBA to devote full time to the performance of the services required by this Agreement; and
- 7) Contractor does not receive the majority of its annual compensation from the SLBA.

The Parties acknowledge and agree that the SLBA is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

C) Permits and Licenses

Contractor declares that Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and Contractor will maintain those permits, certificates and/or licenses throughout the Term.

D) Materials

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

E) State and Federal Taxes

The SLBA will not:

- 1) Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; or
- 2) Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state, federal or local income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to all applicable income taxes. If requested by the SLBA, Contractor shall provide proof that such payments have been made.

F) **Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the SLBA.

G) **Workers' Compensation**

The SLBA shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor shall cover them with workers' compensation insurance and shall maintain such insurance during the Term. Statutory coverage or proof acceptable to SLBA of approval as a self-insurer by the State of Michigan with minimum limits as follows:

- 1) Workers' Compensation – statutory;
- 2) Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee; and
- 3) \$500,000 disease – policy limit.

The SLBA may, in its discretion, require Contractor to provide evidence of such coverage.

H) **Unemployment Compensation**

The SLBA shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the SLBA under this Agreement.

I) **Access to Records**

During the Term, and for seven (7) years after the Ending Date, Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the SLBA or its authorized representative at any time during this period.

J) **Termination**

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The SLBA may immediately terminate this Agreement upon written notice to Contractor if Contractor materially breaches its obligations under this Agreement or engages in any conduct which the SLBA, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the SLBA's reputation or interests. In addition, the SLBA may immediately terminate this Agreement upon written notice to Contractor, without further liability to the SLBA or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the SLBA, reflects on Contractor's business integrity.

Contractor acknowledges that SLBA's performance of its payment obligation is dependent upon the continued approval of funding and/or the SLBA's continued receipt of State funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the SLBA: (a) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for this Agreement; or (b) takes any action that is unrelated to the source of funding for this Agreement, but affects the SLBA's ability to perform obligations under this Agreement, the SLBA may terminate this Agreement by providing thirty (30) calendar days notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State of Michigan or SLBA results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of notice to the Contractor. In the event of immediate termination of funding, the SLBA will make payment through the effective date of termination for any undisputed services rendered and expenses incurred.

The SLBA shall have no obligation to Contractor for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by Contractor pursuant to this Agreement shall be immediately delivered to the SLBA. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the SLBA.

K) SLBA Employees

Contractor will not hire any employee of the SLBA to perform any services covered by this Agreement without prior written approval from the Director of the SLBA.

L) Confidential Information

Except as required by law, Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Contractor by the SLBA

(collectively, "Confidential Information") without the prior written consent of the SLBA, except to the extent necessary to perform services on the SLBA's behalf. Confidential Information does not include information obtained by Contractor from third party sources; that is already in the possession of, or is independently developed by, Contractor; that becomes publicly available other than through breach of this Paragraph; or, is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to Contractor. Contractor acknowledges that all information provided by the SLBA in connection with Contractor's duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

M) Conflict of Interest

Except as has been disclosed to the SLBA, Contractor affirms that neither the Contractor, nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Contractor further affirms that neither Contractor nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of the SLBA would be influenced. Contractor shall not attempt to influence any SLBA employee by the direct or indirect offer of anything of value. Contractor also affirms that neither Contractor, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Contractor will inform the SLBA regarding possible conflicts of interest which may arise as a result of such change. Contractor agrees that conflicts of interest shall be resolved to the SLBA's satisfaction or the SLBA may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

N) Representations of Contractor

Contractor affirms to the best of its knowledge that it or its owners:

- 1) Do not have any criminal convictions.
- 2) Are not subjects of any pending criminal investigation.
- 3) Are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal or state taxing body or court.
- 4) Are not subjects of any past, pending or present litigation regarding its conduct.

- 5) Are not in material default or breach of any contract or agreement that it may have with the State of Michigan, the SLBA or any other public body. Contractor further represents and warrants that it has not been a party to any contract with the State, the SLBA or other public body that was terminated within the previous five (5) years due to the Contractor's failure to perform or otherwise breached an obligation of such contract.

O) **State of Michigan Competitors**

Any information or knowledge Contractor gains during the course of this Agreement concerning the economic development efforts of the State of Michigan, the SLBA, or the business conditions or business community in Michigan shall not be disclosed to any public or private party, sovereign authority or foreign government, during the Term and for a period of two (2) years after the later of the Ending Date, the effective date of termination of this Agreement or so long as any information remains confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

P) **Irreparable Injury**

Contractor acknowledges that if it breaches any of its obligations under Paragraphs L and O above, it will cause damages of an irreparable and continuing nature to the SLBA, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate monetary damages, the SLBA is entitled to obtain injunctive relief, including, but not limited to, a temporary restraining order to prohibit the Contractor's continuing breach. The SLBA shall have the right to obtain such relief without having to post any bond or other surety.

Q) **Performance and Payment Bonds**

A performance and payment bond will be required at \$100,000. Both the performance bond and payment bond must remain in effect from the date of Contract award until final completion of the Contract. The surety bonds required for a Contract will not be accepted by the MLB unless the surety bonding company is listed in the current United States Government, Department of Treasury's, Listing of approved sureties (bonding/insurance companies), Department Circular 570. Copies of the current Circular listing may be obtained through the internet web site at https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm.

R) **Indemnification and Contractor Liability Insurance**

Contractor shall indemnify, defend, and hold harmless the SLBA, its Board and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to Contractor's performance under this Agreement, including any liability resulting from any acts of Contractor's employees or agents.

Contractor shall purchase and maintain such insurance to protect the Indemnified Parties from claims that might arise out of or as a result of Contractor's operations.

Contractor shall require Contractor's subcontractors to purchase and maintain, at their sole expense and as long as they are providing services to SLBA, the following insurance coverage:

- 1) Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include SLBA as additional insured for work performed by Contractor or for Contractor in accordance with this Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

- 2) Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include SLBA as additional insured for work performed by or for Contractor in accordance with this Agreement.

Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person/\$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage **OR**
- A combined single limit of \$1,000,000 per occurrence

Insurance coverage shall cover all claims against SLBA, or their respective officials and employees, arising out of the work performed by Contractor or any of its subcontractors under this Agreement. For all work subcontracted, it shall be the responsibility of Contractor to maintain (or to arrange for the subcontractors to maintain) Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to SLBA. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by SLBA. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. Contractor waives all rights against the SLBA for the recovery of damages that are covered by insurance policies the Contractor is required to maintain pursuant to this Agreement. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by SLBA. If the Contractor's policy contains coverage limits higher than the

required minimums, the SLBA is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other person.

Contractor will provide and maintain its own errors and omissions liability insurance for Contractor's indemnification obligation under this Agreement. The insurance shall be written for not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate of coverage, but Contractor's indemnification obligation is not limited to this amount. Contractor's errors and omissions liability insurance coverage shall include coverage for claims resulting from acts of forbearance that cause or exacerbate pollution and claims of bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate of coverage. This insurance is required of all professional firms who conduct professional environmental services.

S) Total Agreement

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

T) Assignment/Transfer/Subcontracting

Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the SLBA. Contractor agrees that any of Contractor's future successors or subcontractors will be bound by the provisions of this Agreement, unless the SLBA otherwise agrees in a specific written consent. The SLBA reserves the right to approve subcontractors for this Agreement and to require Contractor to replace subcontractors who are found to be unacceptable to the SLBA.

U) Non-Discrimination and Unfair Labor Practices

In connection with this Agreement, Contractor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. Contractor further agrees that every subcontract entered into in connection with this Agreement will contain a provision requiring nondiscrimination in employment, as required in this Agreement, binding upon each subcontractor.

In addition, as provided in Executive Directive 2019-09, Contractor shall not discriminate

against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

Pursuant to 1980 PA 278 (the "Act"), MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Contractor, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the SLBA may void this Agreement if, after the Starting Date, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears on the register.

A breach of this Paragraph constitutes a material breach of this Agreement.

V) **Jurisdiction**

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. By signing this Agreement, Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Contractor resides, in or outside of the United States.

W) **Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the services under this Agreement.

X) **No Partnership or Agency Relationship**

This Agreement does not create a partnership relationship. Further, neither Contractor nor Contractor's employees or other representatives shall hold themselves out to third parties as an agent or representative of the State of Michigan, or the SLBA, nor shall they have any authority to take any action or enter into any agreement on behalf of the State of Michigan, or the SLBA.

Y) **No Third Party Beneficiaries**

There are no expressed or implied third-party beneficiaries to this Agreement.

Z) **Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

AA) **Reimbursement**

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the SLBA, SLBA shall have no further obligation to make any payments to Contractor. Furthermore, Contractor shall reimburse SLBA for payments which were expended for purposes other than those described in this Agreement, as well as any funds which were previously disbursed under this Agreement but not yet expended by Contractor.

BB) **Survival**

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X) and V(Z) shall survive termination of this Agreement.

CC) **Publicity**

At the request and expense of the SLBA, the Contractor will cooperate with the SLBA to promote the Scope of Work through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

The signatories below warrant that they are empowered to enter into this Agreement.

CONTRACTOR ACCEPTANCE:

CONTRACTOR

Dated: _____

Name

Title

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

Name

Title